

**EMPLOYMENT CONTRACT BETWEEN
THE IOWA CITY COMMUNITY SCHOOL DISTRICT BOARD OF DIRECTORS
AND STEPHEN F. MURLEY**

THIS EMPLOYMENT CONTRACT, hereinafter referred to as "Contract", is effective the 1st day of July 2012, by and between the Iowa City Community School District, hereinafter referred to as "Board", and Stephen F. Murley, hereinafter referred to as "Superintendent":

WITNESSETH:

WHEREAS, the Board has offered to employ the Superintendent upon the terms and conditions set forth herein; and,

WHEREAS, the Superintendent has accepted the Board's offer of employment under the terms and conditions set forth herein; and,

WHEREAS, the Board desires to provide the Superintendent with a written Contract to enhance administrative stability and continuity within the District which the Board believes generally improves the quality of its operation of the District; and,

WHEREAS, the Board and the Superintendent believe that a written Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the District;

WHEREAS, the Board and the Superintendent have mutually agreed upon the following terms and conditions relative to the Superintendent's employment by the Board;

NOW, THEREFORE, the Board and the Superintendent, for consideration herein specified, agree as follows:

1. **TERM.**
 - a. Initial. The Board hereby employs and the Superintendent hereby accepts employment as Superintendent for a term commencing July 1, 2012 and ending June 30, 2015. During each year of this Contract, the term of the contract shall be for 260 days; however, the exact work schedule shall be determined by the Board. The term of 260 days shall be used for purposes of calculating the Superintendent's per diem rate and administering the Superintendent's leave and vacation under this Contract.
 - b. Renewal. This Contract shall be automatically continued in force and effect for additional one (1) year periods beyond the end of its initial term (June 30, 2015), except and until this Contract is modified or terminated

by mutual agreement of the Board and the Superintendent or until terminated as provided by law.

2. **PROFESSIONAL CERTIFICATION.**

Throughout the term of this Contract, the Superintendent shall furnish a valid and appropriate license to act as a Superintendent in the state of Iowa as provided by applicable state law, rules and regulations.

3. **RESPONSIBILITIES.**

The Superintendent shall perform the duties of Superintendent as prescribed by the Board, Board policy, and under Iowa law. All powers and duties shall be executed in accordance with Board policy and the rules and regulations of the State Board of Education. The Superintendent shall serve as the chief executive officer of the Board and the District and administer the instructional services, business affairs, personnel, and property management with the assistance of the District staff. The Superintendent shall have the following authority and responsibility: to administer the instructional and business affairs of the District; to suggest policies, regulations, rules, and procedures deemed necessary for the District; to recommend placement, transfer, and reassignment of all personnel; to organize or reorganize administrative/supervisory staff to best serve the District; to submit an annual report for each year which shall include pertinent factors concerning the term just ended, as well as priorities for the next year; and shall, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board. The Superintendent or his designee shall be entitled to attend all regular, special, and closed session meetings of the Board, except for closed sessions in which the Board evaluates the Superintendent, and shall serve as an ex officio member on any and all District committees and subcommittees and shall be entitled to submit recommendations on any item of business considered by the Board or any committee or subcommittee.

4. **EVALUATION.**

The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall inform the Superintendent in a timely manner of any inadequacies as perceived by the Board. The Board shall evaluate and assess in writing the performance of the Superintendent at least once a year during the term of this Contract. Said evaluation shall be completed by April 1 of each year or at a later date upon the written agreement of the Superintendent and the Board. The Board's evaluation and assessment of the Superintendent shall be reasonably related to the position description of the Superintendent and the goals and objectives of the District for the year in question. The evaluation format shall be reasonably objective and shall contain at least the following evaluation criteria: Board-Superintendent relations,

community relations, staff and personnel relations, educational program, business and financial matters, and professional and leadership development. The Board shall evaluate the Superintendent on or before May 1 or another mutually agreed upon date between the Superintendent and the Board for each year of this Contract. Notwithstanding the foregoing, however, the Board shall have the right to conduct such additional evaluations or reviews as it, in its sole discretion, deems necessary or appropriate.

5. **CRITICISMS, COMPLAINTS AND SUGGESTIONS.**

The Board, individually and collectively, shall promptly refer in writing all substantive criticisms, complaints and suggestions, regardless of the source, called to the Board's attention to the Superintendent for study and appropriate action or recommendation. The Superintendent shall promptly investigate such matters and shall periodically inform the Board of the results or status of such matters.

6. **REASSIGNMENT.**

The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

7. **COMPENSATION.**

- a. **Base Salary.** The Board shall pay the Superintendent an annual salary rate of one hundred ninety-two thousand dollars (\$192,000.00) for the first year of this contract which is sixteen thousand dollars (\$16,000.00) per month for twelve months. The Superintendent's salary shall be renegotiated for the succeeding years of this contract, on or before June 1 of each year or by a date mutually agreed upon by the Superintendent and the Board, provided that the salary the Superintendent will receive in any subsequent years of this contract shall not be less than the salary paid the Superintendent in the preceding year. Payment of the base annual salary shall be in accordance with the District's standard payroll schedule applicable to other District administrators. The District will deduct from such base annual salary state, federal, and local taxes and other payroll deductions as are required by law. The Superintendent may, at his sole discretion, elect other withholding and deductions determined to be available and proper. Deductions for absences which pay is not allowed shall be made in an amount equal to pay for one day of service for each day of absence which shall for this purpose be calculated at seven hundred thirty-eight dollars and forty-six cents (\$738.46) per day.
- b. **Deferred Compensation.** The Superintendent will be eligible to participate in a deferred compensation plan through payroll deduction as provided by law. In addition, the Board shall contribute to a Supplemental Retirement Plan for the benefit of the Superintendent the amount of twenty-five

thousand dollars (\$25,000.00) for the first year of this contract. This amount shall be renegotiated for the succeeding years of this contract at the time that the Superintendent's base salary is renegotiated, provided that the deferred compensation the Superintendent will receive in any subsequent years of this contract shall not be less than the deferred compensation contributed to the Superintendent in the preceding year. The Board shall contribute to the Supplemental Retirement Plan on or before July 31 of each year during the term of this Contract. The contributions to the Supplemental Retirement Plan and earnings thereon shall at all times be fully vested with the Superintendent. The Supplemental Retirement Plan shall be a plan established under Section 403(b) of the Internal Revenue Code (hereinafter referred to as "Code"). The 403(b) plan shall be established as employer paid and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan shall be established under a written plan document that meets the requirements of the Code and such document is hereby incorporated herein by reference. The funds for the 403(b) plan shall each be invested as determined solely by the Superintendent in such investment vehicles as are allowable under the Code for the applicable type of plan.

- c. Vehicle Allowance. The Board shall not provide the Superintendent with a vehicle for business use; however, the Board shall provide the Superintendent the sum of seven thousand one hundred fifty dollars (\$7,150.00) for the first year of this contract in addition to salary as compensation for the use of his personal vehicle in the transaction of official District business. This amount shall be renegotiated for the succeeding years of this contract at the time that the Superintendent's base salary is renegotiated, provided that the vehicle allowance the Superintendent will receive in any subsequent years of this contract shall not be less than the vehicle allowance paid to the Superintendent in the preceding year.. The Superintendent shall have complete discretion as to the use of his vehicle for business and personal reasons.
- d. Technology Allowance. The Board shall not provide the Superintendent with a cell phone for business use; however, the Board shall provide the Superintendent with an annual technology allowance in addition to salary as compensation for the use of his personal cell phone and for the use of his personal internet hot spot in the transaction of official District business. The amount of the technology allowance the Superintendent will receive will be adjusted annually and will be equal to the technology allowance the District provides other cabinet level administrators.
- e. Degree Attainment Adjustment. The Board shall increase the Superintendent's base salary by six thousand dollars (\$6,000.00) upon the Superintendent's receipt of his doctoral degree in an education-related field from a fully accredited educational institution located within the

United States. Upon receipt of said degree, the Superintendent shall provide written notice to the Board and the adjustment shall take effect on the first day of the first full month thereafter.

8. **IOWA PUBLIC EMPLOYEE RETIREMENT SYSTEM.**

The Superintendent shall participate in the Iowa Public Employee Retirement System (IPERS) as provided by law.

9. **EXPENSES.**

The Board shall pay or reimburse the Superintendent for reasonable expenses actually incurred in carrying out his professional activities. These expenses include, but are not limited to, mileage for travel outside the District pursuant to Board policy when an itemized statement of the same is submitted; dues for professional organizations; subscriptions to periodicals and professional publications; and dues for civic organizations as authorized and approved by the Board. The Superintendent shall submit an itemized statement to be approved by the Board.

10. **TUITION EXPENSES.**

The Board shall pay or reimburse the Superintendent for college coursework up to three (3) credits per semester toward completion of the Superintendent's doctoral degree in an education-related field from a fully accredited educational institution within the United States. This provision does not include expenses for travel to and from class, meals or living expenses, and is solely intended to reimburse the Superintendent for the cost of obtaining an initial doctoral degree. Once the Superintendent has obtained said doctoral degree, no further tuition reimbursement shall be available. This provision will only be applicable up through and including June 30, 2013, and after this date any remaining tuition expenses shall be the Superintendent's responsibility and not subject to payment or reimbursement by the Board.

11. **INSURANCE.**

- a. **Health and Dental.** The Board shall provide for the Superintendent full family health insurance coverage including DXL and prescription drug insurance under the District's group plan, at the Board's sole expense. In addition, the Board shall provide the Superintendent full family dental insurance to the same extent as provided for other employees of the District under their group plan and at the Board's sole expense.

- b. Disability Insurance. The Board shall provide the Superintendent with long term disability insurance which will provide a benefit of up to 70% of the Superintendent's regular compensation according to the disability insurance plan terms available to employees of the District generally at the Board's sole expense. The disability insurance policy shall be owned by the Superintendent and the premiums for such policy shall be treated as taxable income to him.
- c. Life Insurance. The Board shall provide, at the sole expense of the Board, term life insurance on the Superintendent's life, including coverage in the amount of three times the base annual salary, payable to the Superintendent's named beneficiary. The life insurance policy shall be owned by the Superintendent and the premiums for such policy shall be treated as taxable income to him.
- d. Claims against the Board. The eligibility of the Superintendent's dependants or beneficiary for insurance benefits shall be governed by the term of the insurance policies purchased by the Board pursuant to this Contract. It is understood and agreed that the Board's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the Board as a result of any denial by an insurer of insurance benefits if the Board has purchased the policies and paid the premiums described herein.

12. **VACATION.**

The Superintendent shall be entitled to thirty (30) days of vacation, exclusive of legal holidays, each year with the time of such vacation to be mutually agreed upon by the Superintendent and the Board President. The Superintendent began this Contract with forty-one (41) days of unused, accrued vacation of which eleven (11) shall be paid out at his 2010-11 per diem and thirty (30) shall be paid out at his 2011-12 per diem. The Superintendent shall be allowed to carry forward an aggregate amount of twenty (20) vacation days each year to the next year without prior agreement of the Board. If the Superintendent desires to carry forward more than twenty (20) vacation days, prior agreement between the Board and the Superintendent shall be required. The Superintendent shall have the option to be paid for unused, accrued vacation days as of June 30 of each year during the Contract term at his then per diem rate. Any unused, accrued vacation not otherwise paid to the Superintendent shall be paid out at termination.

13. **LEAVE.**

- a. Holiday Leave. The Superintendent shall be entitled to time off for holidays including the Fourth of July, Labor Day, the day preceding Thanksgiving Day, Thanksgiving Day, Christmas Eve, Christmas Day,

New Year's Eve, New Year's Day, two days during the scheduled District spring break, and Memorial Day.

- b. Sick Leave. The Superintendent shall begin this Contract with thirty (30) days of sick leave. The Superintendent shall receive fifteen (15) days of sick leave per year and may accumulate up to one hundred fifty (150) days of sick leave.
- c. Discretionary Leave. The Superintendent may annually be granted ten (10) paid personal leave days for personal business, consulting, professional activities, community events or other activities that will contribute to the betterment of the District. Discretionary leave is not to be used for vacation purposes.

14. **PROFESSIONAL DEVELOPMENT.**

The Board encourages the continuing professional growth of the Superintendent through his participation in the operations, programs and activities conducted or sponsored by local, state and national school administrator and school board associations; seminars and courses offered by public or private educational institutions; and informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for District. The Board shall permit professional leave time in addition to any vacation or other leave time provided in the Contract to attend such meetings, seminars or the like. The Board shall reimburse the Superintendent for all reasonable expenses incurred up to six thousand dollars (\$6,000.00) of expenses in while attending activities relating to his professional growth. These expenses include, but are not limited to, registration, travel, mileage, lodging, and meals.

15. **OUTSIDE ACTIVITIES.**

While the Superintendent shall devote his full time and due diligence to the affairs and the activities of the District, the Superintendent may serve as a consultant, lecture, engage in writing and speaking activities, or engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent. The Superintendent shall not engage in other employment, consultant service, or other activity for which a salary, fee or honorarium is paid without the prior approval of the Board President.

16. **PROFESSIONAL LIABILITY.**

- a. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, including

all legal fees, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and provided such liability coverage is within the authority of the Board to provide under State law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

- b. If in the good faith opinion of the Superintendent, conflict exists as regards the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board shall indemnify the Superintendent for the costs of legal defense as permitted by State law.
- c. The Board shall not, however, be required to pay any costs of legal proceedings in the event the Board and the Superintendent have adverse interests in such litigation.
- d. This Section 16 shall survive the termination of this Contract.

17. **CONTRACT TERMINATION.**

- a. By Mutual Consent. During the term of this Contract, upon mutual written agreement by the Board and the Superintendent, this Contract and the employment of the Superintendent may be terminated without penalty or prejudice against either the Board or the Superintendent, upon such terms and conditions as may be agreed and set forth in such Contract by the parties.
- b. By Board Discretion. The Board, in its discretion, shall have the option to terminate this Contract during the term of this Contract. The Board shall follow the procedures and processes identified in the Iowa Code.
- c. By Superintendent Discretion. The Superintendent, in his discretion, shall have the option to terminate this Contract during the term of this Contract by filing a written resignation with the Board secretary on or before May 1 of each year or the date specified by the Board for return of the contract, whichever date occurs first.

18. **ACCORD AND SATISFACTION.**

In light of the consideration exchanged herein, the parties expressly acknowledge and agree that this agreement constitutes an accord and satisfaction and that each party expressly releases, acquits, and discharges the other from any and all liability whatsoever including all claims, demands, and causes of action of every nature affecting either of them that either party may have or claim to have related

to the prior employment contract between the Superintendent and the Board and the amendments thereto.

19. **SAVINGS CLAUSE.**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

20. **ENFORCEABILITY.**

This Contract shall be effective only upon signature of the Superintendent and of the officers of the Board after authorization for such signatures by the officers is given by the Board in a lawfully called open meeting and as reflected in the minutes of said meeting. This Contract is invalid if the Superintendent is under contract with another Board of Directors in this or another state for the same period of time, until such Contract is released or terminated by its provisions.

IN WITNESS WHEREOF, we have hereunto affixed our signatures and dates as set opposite our names.

IOWA CITY COMMUNITY SCHOOL DISTRICT

DATE: _____

BY: Marla Swesey, President, Board of Directors

DATE: _____

BY: Craig Hansel, Secretary, Board of Directors

SUPERINTENDENT

DATE: _____

Stephen F. Murley, Superintendent